

City Attorney's Communication #2019-1228

September 10, 2019

- TO: Cassandra LeMasurier, Real Property Manager
- FROM: Mark E. Berman, City Attorney
- **RE:** Resolution to Accept Conveyances of 21 Properties from Broward County; and Resolution Approving Use Agreements and Declarations of Covenants and Restrictions

As requested in your memorandum of September 5, 2019, Real Property Manager #19-039, the above-referenced Resolutions have been prepared and are captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH REGARDING THE USE OF CERTAIN REAL PROPERTY, AND TWENTY (20) DECLARATIONS OF COVENANTS AND RESTRICTIONS; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCES OF REAL PROPERTY FROM BROWARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance

MARK E. BERMAN

/jrm l:cor/finance/rpm/2019-1228

Attachments

CITY OF POMPANO BEACH Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCES OF REAL PROPERTY FROM BROWARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County, Florida is conveying to the City of Pompano Beach certain properties within the City via Quit Claim Deed; and

WHEREAS, the City Commission has determined that the best interests of the public will be served by accepting and acquiring the rights being conveyed by twenty-one (21) quit-claim deeds from Broward County, Florida; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That the City of Pompano Beach accepts the conveyances of real property from Broward County, Florida by Quit Claim Deeds each dated ______, 2019, for the properties described in said deeds, copies of which are attached hereto and incorporated by reference as if set forth in full.

<u>SECTION 2</u>: That it is the determination of the City Commission of the City of Pompano

Beach, Florida, that the acquisition of the aforesaid property rights are for a public purpose.

<u>SECTION 3</u>: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

REX HARDIN, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-33-02-2010

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 206, COLLIER CITY, according to the plat thereof recorded in Plat Book 31, Page 1, of the Public Records of Broward County, Florida (the "Property")

As described in Tax Deed 19323, recorded on September 29, 2004 in Official Records Book 38281, Page 1191, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction

over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring this Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

<u>GRANTOR</u>

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator	
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20	
WITNESS 1 PRINT NAME	Approved as to form by Andrew J. Meyers	
WITNESS 2 SIGNATURE	Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue	
WITNESS 2 PRINT NAME	Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

By: ____

Annika Ashton Deputy County Attorney

(Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 09/06/19 QCD to PB - 484233022010 #452562

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-33-02-2040

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 209, COLLIER CITY, according to the plat thereof recorded in Plat Book 31, Page 1, of the Public Records of Broward County, Florida (the "Property").

As described Tax Deed 16688, dated 10/29/2002, recorded in Official Records Book 34018, Page 311, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government

easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring this Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator	
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20	
WITNESS 1 PRINT NAME	Approved as to form by Andrew J. Meyers	
WITNESS 2 SIGNATURE	Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue	
WITNESS 2 PRINT NAME	Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

By: _____

Annika Ashton Deputy County Attorney

(Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw QCD to PB - 484233022040 09/06/19 #452563

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-33-02-2050

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 210, COLLIER CITY, according to the plat thereof recorded in Plat Book 31, Page 1, of the Public Records of Broward County, Florida (the "Property")

As described Tax Deed 16689, recorded on October 29, 2002 in Official Records Book 34018, Page 312, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government

easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

<u>GRANTOR</u>

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator
	By: Bertha Henry
WITNESS 1 SIGNATURE	Defina Herry
	day of, 20
WITNESS 1 PRINT NAME	
	Approved as to form by
WITNESS 2 SIGNATURE	Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641
	By:

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw QCD to PB - 484233022050 09/06/19 #452564

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-33-04-3380

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot No. 664 of Collier City, an unrecorded plat as follows: Section 33, Township 48 South, Range 42 East, the East 60 feet of the West 510 feet of the North 1/2 of the South 2/5 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 Less the South 25 feet thereof reserved for public road purposes (the "Property").

As described in Tax Deed 19329, recorded on September 29, 2004 in Official Records Book 38281, Page 1192, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of single family affordable housing residences on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator	
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20	-
WITNESS 1 PRINT NAME	Approved as to form by Andrew J. Meyers	
WITNESS 2 SIGNATURE	Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue	
WITNESS 2 PRINT NAME	Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

By: ____

Annika Ashton Deputy County Attorney

(Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 7/22/19 QCD to PB - 484233043380 #452565

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-33-04-5130

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 877 of Collier City, an unrecorded plat as follows: Section 33, Township 48 South, Range 42 East, the West 50 feet of the East 200 feet of the South 1/3 of the North 3/5 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4, Less the South 25 feet thereof reserved for public road purposes (the "Property").

As described in Tax Deed 17622, recorded on August 28, 2003 in Official Records Book 35918, Page 134, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

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In the event that Grantee fails to complete the construction of single family affordable housing residences on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

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<u>GRANTOR</u>

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator	
	By:	
WITNESS 1 SIGNATURE	Bertha Henry	
	day of, 20	_
WITNESS 1 PRINT NAME	Approved as to form by Andrew J. Meyers	
WITNESS 2 SIGNATURE	Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue	
WITNESS 2 PRINT NAME	Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	
	Ву:	

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 09/06/19 QCD to PB - 484233045130 #452566

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-33-04-5540

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 919 of Collier City Lots, an unrecorded plat, aka the South 50 feet of the North 1/2 of the South 2/5 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 33, Township 48 South, Range 42 East, except the East 550 feet; and less the West 25 feet thereof, being dedicated to Broward County for public road purposes, according to an unrecorded plat No. S 7 W, of Collier City Lots, made by reference a part thereof (the "Property").

As described in Tax Deed 16191, recorded on November 07, 2002 in Official Records Book 34067, Page 232, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of single family affordable housing residences on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

<u>GRANTOR</u>

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator	
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20	
WITNESS 1 PRINT NAME		
WITNESS 2 SIGNATURE	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423	
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	
	By:	

By: _

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 09/05/19 QCD to PB - 484233045540 #452567

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-33-04-6170

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 986 of Collier City, an unrecorded plat as follows: Section 33, Township 48 South, Range 42 East, the West 50 feet of the East 200 feet of the North 1/5 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4, Less the North 25 feet thereof reserved for public road purposes (the "Property").

As described in Tax Deed 16192, recorded on September 29, 2004 in Official Records Book 38281, Page 1195, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of single family affordable housing residences on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

<u>GRANTOR</u>

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through County Administrator	its
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20	
WITNESS 1 PRINT NAME	Approved as to form by Andrew J. Meyers	
WITNESS 2 SIGNATURE	Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue	
WITNESS 2 PRINT NAME	Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	
	Bv:	

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY,** as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 09/06/19 QCD to PB - 484233046170 #452568

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-33-04-7620

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot No. 1149 of Collier City, an unrecorded plat as follows: Section 33, Township 48 South, Range 42 East, the West 50 feet of the East 235 feet of the South 1/5 of the Northeast 1/4 of the Southwest 1/4, Less the North 25 feet for the street (the "Property").

As described in Tax Deed 18798, recorded on January 2, 2004 in Official Records Book 36678, Page 518, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of single family affordable housing residences on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring this Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator
WITNESS 1 SIGNATURE	By: Bertha Henry
	day of, 20
WITNESS 1 PRINT NAME	Approved as to form by Andrew J. Meyers
WITNESS 2 SIGNATURE	Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue
WITNESS 2 PRINT NAME	Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641
	By:

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC <u>June 4, 2019</u> Item No: <u>85</u> Return to BC Real Property Section

IQ/mdw 09/06/19 QCD TO PB - 484233047620 #452569

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-33-11-0930

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 98, Collier City Addition, according to the Plat thereof recorded in Plat Book 73, Page 47, of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 16195, recorded on November 07, 2002 in Official Records Book 34067, Page 233, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government

easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of single family affordable housing residences on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator	
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20	
WITNESS 1 PRINT NAME		
WITNESS 2 SIGNATURE	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423	
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

Ву: _____

Annika Ashton Deputy County Attorney

(Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY,** as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC _____ Item No: _____ Return to BC Real Property Section

IQ/mdw 09/06/19 QCD to PB – 484233110930 #452570

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-34-02-0440

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 19, Block 4, of Seaboard Highlands, according to the plat thereof recorded in Plat Book 15, Page 30 of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 16201, recorded on April 14, 2003 in Official Records Book 34942, Page 317, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of single family affordable housing residences on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator
WITNESS 1 SIGNATURE	By: Bertha Henry
	day of, 20
WITNESS 1 PRINT NAME	Approved as to form by Andrew J. Meyers
WITNESS 2 SIGNATURE	Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue
WITNESS 2 PRINT NAME	Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641
	By:

Ву: ___

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY,** as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 7/22/19 QCD to PB - 484234020440 #452571

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-34-06-0140

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lots 8 and 9 Block B, HUNTER'S MANOR A RESUBDIVISION OF LOTS 1, 2, 3, 4, and 5, BLOCK 2, according to the plat thereof recorded in Plat Book 30, Page 48, of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 16205, recorded on November 07, 2002 in Official Records Book 34067, Page 235, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction

over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of single family affordable housing residences on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator	
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20	_
WITNESS 1 PRINT NAME		
WITNESS 2 SIGNATURE	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423	
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

By: ___

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 09/06/19 QCD to PB - 484234060140 #452572

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-35-00-0640

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard. Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Section 35, Township 48 South, Range 42 East, the South 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 Less the West 210 feet and Less the North 150 feet of the East 123.219 feet of the South 319.534 feet & Less the South 90 feet of the West 55 feet of the East 110 feet & Less South 115 feet of the East 55 feet (the "Property").

As described in Tax Deed 19259, recorded September 29, 2004 in Official Records Book 38280, Page 1163, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator	3
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20	
WITNESS 1 PRINT NAME		
WITNESS 2 SIGNATURE	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423	
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

By: _____

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY,** as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 09/06/19 QCD to PB - 484235000640 #452574

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-35-01-0542

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Section 35, Township 48 South, Range 42 East, the West 102 feet of the East 230.91 feet of the North 95 feet of the South 125 feet of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4, AKA Lot 13, Less the South 5 feet thereof reserved for public road purposes, and Lot 14, Block 8 Pinewood Heights an unrecorded plat (the "Property").

As described in Tax Deed 18805, recorded on January 2, 2004 in Official Records Book 36678, Page 520, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and throug County Administrator	h its
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 2	20
WITNESS 1 PRINT NAME		
	Approved as to form by	
WITNESS 2 SIGNATURE	Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423	
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	
	_	

By: ____

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 09/06/19 QCD to PB - 484235010542 #452575

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-35-39-0020

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 2 of TUXEDO PARK, in Pompano Beach, Florida, according to the Plat thereof, recorded in Plat Book 18, Page 19, of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 20374, recorded on September 28, 2006 in Official Records Book 42846, Page 1451, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring this Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through County Administrator	its
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20)
WITNESS 1 PRINT NAME		
	Approved as to form by Andrew J. Meyers	
WITNESS 2 SIGNATURE	Broward County Attorney Governmental Center, Suite 423	
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

By: ____

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY,** as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw QCD to PB 484235390020 09/06/19 #452554

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-35-42-0160

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 4 in Block 2 of Pinewood Heights, according to the Plat thereof, recorded in Plat Book 23, Page 23, of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 16225, recorded on November 7, 2002 in Official Records Book 34067, Page 237, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction

over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of single family affordable housing residences on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring this Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through i County Administrator	ts
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20_	
WITNESS 1 PRINT NAME		
WITNESS 2 SIGNATURE	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423	
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

By: _____

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw QCD to PB - 484235420160 09/06/19 #452555

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-35-67-0020

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 2, MT. CALVARY, according to the plat thereof recorded in Plat Book 147, Page 25, of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 19403, recorded on September 29, 2004 in Official Records Book 38281, Page 1197, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction

over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator	,
WITNESS 1 SIGNATURE	By: Bertha Henry	
	day of, 20	
WITNESS 1 PRINT NAME		
WITNESS 2 SIGNATURE	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423	
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

By: _____

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY,** as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw QCD to PB - 484235670020 09/06/19 #452556

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-35-67-0030

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 3, MT. CALVARY, according to plat thereof recorded in Plat Book 147, Page 25, of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 19404, recorded on September 29, 2004 in Official Records Book 38281, Page 1198, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through County Administrator	its
WITNESS 1 SIGNATURE	By: Bertha Henry	
WITNESS I SIGNATORE	day of, 20	
WITNESS 1 PRINT NAME		
WITNESS 2 SIGNATURE	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423	
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641	

By: ____

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY,** as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw QCD to PB - 484235670030 09/06/19 #452557

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4842-35-67-0040

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 4, MT. CALVARY, according to the Plat Book 147, Page 25, of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 19405, recorded on September 29, 2004 in Official Records Book 38281, Page 1199, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction

over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring the Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator
WITNESS 1 SIGNATURE	By: Bertha Henry
WINESSTOIGNATORE	day of, 20
WITNESS 1 PRINT NAME	
WITNESS 2 SIGNATURE	Approved as to form by Andrew J. Meyers Broward County Attorney
WITNESS 2 PRINT NAME	Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641
	Bv:

Annika Ashton Deputy County Attorney

(Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw QCD to PB - 484235670040 09/06/19 #452558

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4942-02-03-1200

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 30, Block 15 of Fairview Amended, according to Plat thereof recorded in Plat Book 10, Page 25, of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 16248, recorded on November 7, 2002 in Official Records Book 34067, Page 244, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction

over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring this Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final Certificate of Occupancy has been issued for the subject Property and (2) no final Certificate of Occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final Certificate of Occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the Certificate of Occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator
WITNESS 1 SIGNATURE	By: Bertha Henry
WITNESS 1 PRINT NAME	day of, 20
WITNESS 2 SIGNATURE	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641
	By:

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of ____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/ mdw QCD to PB - 494202031200 09/06/19 #452559

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Ave, Rm. 423 Fort Lauderdale, Florida 33301

Folio No: 4942-02-04-0120

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this <u>day of</u>, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

> (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in the County of Broward, State of Florida, to wit:

Lot 1 in Block 3 of FAIRVIEW ADDITION, according to the plat thereof, as recorded in Plat Book 11, Page 27, of the Public Records of Broward County, Florida (the "Property").

As described in Tax Deed 19646, recorded on May 09, 2005 in Official Records Book 39597, Page 1303, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction

over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for this year 2019 and all subsequent years; and that certain Declaration of Covenants and Restrictions ("Declaration"), recorded simultaneously herewith, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS ALSO SUBJECT TO THE FOLLOWING REVERTER CLAUSES:

In the event that Grantee fails to complete the construction of multifamily affordable housing units on the Property within one hundred twenty (120) months after the date of this Quitclaim Deed transferring this Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that (1) it has exercised due diligence to determine whether a final certificate of occupancy has been issued for the subject Property and (2) no final certificate of occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

In addition, if the Property is not being used consistently with the Declaration at any time after the date of this Quitclaim Deed, Grantor, through its County Administrator or designee, may prepare and record an affidavit reciting that the Property is not being used consistently with the Declaration. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit(s) shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final certificate of occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the certificate of occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

<u>GRANTOR</u>

	BROWARD COUNTY, by and through its County Administrator
Signed, sealed, and delivered in the presence of	By: Bertha Henry
WITNESS 1 SIGNATURE	day of, 20
	Approved as to form by
WITNESS 1 PRINT NAME	Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423
WITNESS 2 SIGNATURE	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600
WITNESS 2 PRINT NAME	Telecopier: (954) 357-7641

Ву: _____

Annika Ashton Deputy County Attorney

(Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BERTHA HENRY**, as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw QCD to PB - 494202040120 09/06/19 #452560

This document prepared by and approved as to form by: Irma Qureshi Broward County Attorney's Office 115 South Andrews Avenue, Room 423 Fort Lauderdale, FL 33301

Folio: 4842-33-04-5650

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.38, Florida Statutes)

THIS QUITCLAIM DEED, made this ____ day of _____, 2019, by Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach ("Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

Lot No. 934 of Collier City, an unrecorded plat as follows: Section 33, Township 48 South, Range 42 East, the West 50 feet of the East 535 feet of the South 1/5 of the Southeast 1/4 of the Northwest 1/4 of the Southwest ¼, Less the South 25 feet thereof reserved for public road purposes (the "Property").

As described in Tax Deed 16732, recorded on October 29, 2002 in Official Records Book 34018, Page 329, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for this year 2019 and all subsequent years.

GRANTOR

Signed, sealed, and delivered in the presence of	BROWARD COUNTY, by and through its County Administrator
WITNESS 1 SIGNATURE	By: Bertha Henry
	day of, 20
WITNESS 1 PRINT NAME	
	Approved as to form by
WITNESS 2 SIGNATURE	Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423
WITNESS 2 PRINT NAME	115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641
	D. //

By: _

Annika Ashton Deputy County Attorney (Date)

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of ______, 2019, by **BERTHA HENRY,** as County Administrator of the Broward County, a political subdivision of the State of Florida, on behalf of Broward County, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped) Commission Number:

REF: Approved BCC June 4, 2019 Item No: 85 Return to BC Real Property Section

IQ/mdw 09/06/19 QCD to PB - 484233045650 #452561